

22-8

מדינת ישראל

משרד הממשלה

משרד
Dept. of lands
& surveys

חיק מס (501,101,105) / D/Tul

1) Kfar Zabadiya 1925-1939

2) Agricultural school Tul-Karem
(1929-1944)

3) Marris el Ballut. Tayiba

village. 4 dunams of land
Tul-Karem (1935-1939)

חיק מס (501,101,105) / D/Tul

British Mandate Collection - K

שם: 16621 / 5 - גל

מזהה פיזי: 899018 מס פריט: 99.0/3 - 1116

מזהה לוגי: 25/08/2013 02-113-03-05-07

כתובת:

British Mandate

22-8

D/Tul/105

LAND REGISTRY

OF

su R. 3339

Case No
284

Town or Village

Petition No. of Year
Deed No. of Year
Register No. of Year

Nature of Property

Tellal Ashur Lands

Registered proprietor

Kaf Zaidad Village

14183-90000-S. P.

Nature of Transaction	Date	Nature of Transaction	Date		
Now recorded 22/5/8(11)					
				22/5/8(11)	

ATTACHED FILES AND FILES RELATING TO THE SAME SUBJECT.

D/Tul/105

Inter Office Minutes.

Band form No 7. Forwarded on 27/5/29

Note: - Inside sheets to be attached to this page.

GP/5/8(11)

6th May, 1939.

District Officer,
Tulkarm

Subject:- Government property - Khirbet
az Zababida Block 7707 Parcel 1.

The State Domain property originally
recorded under State Domain No. D/Tul/105 has now
been recorded under GP/5/8(11).

2. I shall, therefore, be obliged if you
will use the new number in all future correspondence
relating to this property.

History Sheet has already been sent to you.


J. H. B. / COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to: Registrar of Lands,
Tulkarm

File D/Tul/105 

/JA

SCHEDULE OF UNSETTLED STATE DOMAIN.

Village: Kahr Zibad
 Sub-District: Tulhann

State Domain No.	Locality or Block/Parcel No.		Registered Area.	Recorded Area.	Surveyed Area.		How occupied.	Remarks.
	Urban.	Rural.	Duns.M2.	Duns.M2.	Approved plan.	Not approved plan.		
105				1622.000				now 84/58(11)

12 JAN 1934

Registrar of Lands,
Tulkarm.

Subject:- Commencement of Settlement
operations - Khirbet El
Zababdeh.

Reference:- Your letter No. TLR/154/25-1857
dated 14th December, 1933.

I return herewith your file for
retention as claims were prepared and
forwarded to you under separate cover,
to be submitted to the Settlement Officer.

2. Mr. Chissin the agent of applicant
has applied for copies of documents kept in
your file, like Mazbatas etc. I have no
objection to your issuing such copies, on
payment of the prescribed fees.

Sgt. M. DOUKHAN.

DIRECTOR OF LANDS.

Copy to:- S.8/165

" " D/Tul/105

E.

TELEPHONE MESSAGE.

File No. _____

Despatched
Receivedby Mr. ArumanDate 27/2/32 Time 11³⁰ A.M.From Registrar of Lands, Tel KasimTo Mr. Aruman

For _____

Begins.

Plan of Tel Asher land was not
sent with the file.

*Air Memo
of the plan of registration
provision R. 3339.
27/2/32*

Remarks.Ends.

Chief Clerk.

Please see that the map of Tel Asher
land is sent to the Registrar of Tel Kasim
at an early date.

*miss
27/2/32.*

P.T.O.

Mr. Sison

Please arrange.

27/2

منه ١٨٤ — ١٥٠ تاريخ ١٥٠٠
تفصيل ارض الملوك
الموضوع

No. 284-152 dated 10/2/32.

Sub: Inspection of Newat Lands.

Together with Mr. Goldstein the Surveyor & Mr. Doubtman
the Assistant Dir. of Lands, I proceeded to the land known as
Tal Ashir near El Palek at Tal Karam Sub-District. The Sketch
submitted by Easa Eff. El Malak was checked & pruned on
the spot.

On 19/12/27 together with the same Surveyor I inspected the land in question & submitted my report to B. G. kept in file No. 154/25 Tulikaram. The Surveyor at the time prepared a plan dated 31/10/27. The plot which was cultivated at the time was of an area of 122 aucs & 75 gpics. The parts situated between the waste lands were not cultivated at that time.

This time we found out that the part claimed by Easa Malak as per the produce sketch for the cultivable areas

extending to an area of 471 Standard dunours
4862 Metres. of which an area of 47 dus. situated
in the North-West which is marked green was
found to be uncultivable.

The remaining area extending to 424
dus. 4862 metres including the area of roads
which should be shown at present, all
parts of which some are ploughed & others
are cultivated & in comparison of the area of
sands therefore the sands area together with
that of the valley & hills abutting the sea shore
extends to 454 dus & 4621.24

For your information & consideration

(Sgt) Joseph Thabet
Inspector of Lands

Tel. Add. "CHIEFSEC, JERUSALEM"

Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

18856/28.

No.



SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

1st
June, 1930.

Director of Lands.

Subject : Request by farmers of
Kafir Seibad Village to
bring an action against
the Department of Lands.

Reference: Your D/Tul/105-2555 of
the 8th April.

I am directed to inform you that
His Excellency is advised that it would
not be correct to issue a new fiat; and
that there is no provision for limiting
the period within which action must be
entered.

2. Your Department may, however,
ask to have the action struck out if, when
the fiat has been registered, the plaintiff
does not proceed.

*cc. W.F. R. 3339/pe
MD*

Ben Gurion

ACTING CHIEF SECRETARY.

P.A. ———
Copy to Superintendent of Courts - returning
the fiat; ref. his Gen/173 of
23.5.30.

8th April, 1930.

Chief Secretary.

Subject:- Request by farmers of
Kafir Seibad Village to
bring an action against
the Dept. of Lands.

Reference:- Your letter No.18856/28
of the 15th of Nov. 1929.

The farmers of Kafir Seibad Village have not yet lodged an action against Government in the District Court. The Superintendent of Courts informs me that the fiat is not limited in time in any way. While this fiat remains in force it is not desirable that any part of the area should be registered as a State Domain and I would suggest that the fiat should be withdrawn and another issued limited in time to say 30 days. The claim by the farmers was discussed in my letter No. R. 3339 of the 11th of October, 1928.

(Sgd.) M. Doukhan.

DIRECTOR OF LANDS.

REFERENCE:- Minute dated 2nd of November, 1929.

The action indicated therein was not taken as the form of the fiat was not known. It now appears that His Excellency gave a fiat unlimited in respect of time.

The claimants have not yet lodged an action, and it is to their advantage to do nothing as long as Government takes no steps to register the land and evict them. They evidently now want to throw the onus of proof on Government. Nevertheless we should bring matters to an issue. I presume His Excellency has the power to withdraw the original fiat and substitute another which is limited in time. If this is done and no action is lodged by the claimants we should then act on the lines proposed in the minute.

[Signature] 3/4

Mr. Douglas

Letter within

[Signature]

8/4.

*Inform C.S.
Suggest limit
to 30 days.
Fiat in
hand copy of S. 7
C. letter of 23/12.29.
M.D.*

4/4/30.

[Faint, illegible text, likely bleed-through from the reverse side of the page]

[Handwritten notes in the right margin, including:]
Lefun
+ ...
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...
...

[Handwritten notes at the bottom right corner, including:]
...
...

TELEGRAMS,—APPEALS.

THE SUPREME COURT,
JERUSALEM.

Gen/173.

31st March, 1930.

Director of Lands,
Jerusalem.



Subject:- Action against the
Department of Lands
by the farmers of
Kafir Seibad Village.

With reference to your letter
D/Tul/105/1931 of the 18th instant, I
am informed by the President of the
District Court of Nablus that no action
has been lodged by the above farmers.


SUPERINTENDENT OF COURTS.

THE SUPREME COURT,
JERUSALEM.

TELEGRAMS—APPEALS

D/Tul/105 - 1931

18th March, 1930.

Superintendent of Courts.

Subject:- Request by farmers of
Kafr Seibad Village to
bring an action against
the Dept. of Lands.

Reference:- Your letter No. Gen/173
of the 16th of January,
1930.

I should be glad to learn whether the action
referred to by the President of the District Court,
Nablus, has yet been lodged.

TH. L. HORTON

DIRECTOR OF LANDS.

D/Tul/105 -713

28
27th January, 1930.

Sir,

I have the honour to refer to your letter of the 22nd of January, 1930 regarding your application for a lease for 99 years of Certain State Domain at Kufr Zabad, and to inform you that Government is not yet in a position to consider the lease of this property.

I have the honour to be,
Sir,
Your obedient servant.

(Signed) CECIL L. HORTON

DIRECTOR OF LANDS

Mr. Mendel Koppelman
16, Mikveh Israel Str.
Tel-Aviv.

BF.
re letter of 16.1.30.
m. 16/3
[Signature]

10/24/1930
Mendel Koppelman
16, Mikveh-Israel Str.
Tel-Aviv.

Tel-Aviv, 22. 1. 1930.

Director of Lands,
Jerusalem.
=====

Sir,

I beg to recall your remembrance to my previous correspondence concerning the land of about 1500 dunams, at Kufr Zabad passing El-Falek to the sea, to be granted to me for a period of 99 years. To my great regret I was, because of various reasons, unable to arrange definitely this affair up to date.

NOW I beg to request you to kindly inform me whether it is not yet late to arrange this affair, in the positive case I will call to you for concluding the agreement without any delay.

Awaiting your favourable reply

I beg to remain,

Sir,

Yours very respectfully

M. Koppelman

✓
✓
Previous paper



24/1



TELEGRAMS,—APPEALS.

Gen/173

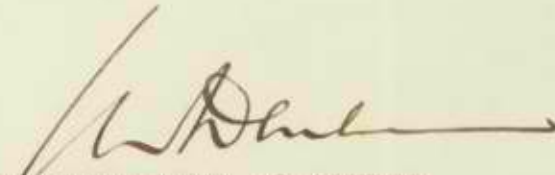
THE SUPREME COURT,
JERUSALEM.



16th January, 1930.

Director of Lands.

In reply to your letter
No.D/Tul/105-15851, dated the
25th of December, 1929, about
a request by the farmers of Kafr
Seibad Village to bring an action
against the Department of Lands,
I beg to inform you that the fiat
reads "I consent" and is not
limited in any way.


SUPERINTENDENT of COURTS.

L

D/W B.F. on 5/2/29. The demand
may be litigating. See letter dated 23/2/29.

171

D/Tul/105 -18851

25
24th December, 1929

Superintendent of Courts,
Jerusalem.

Subject:- Request by farmers of
Kafr Seibad Village to
bring an action against
the Dept. of Lands.

Reference:- Your letter No. Gen/173 of
the 23rd of December, 1929
to the C.S. copy to this
office.

It is presumed that the fiat was not
limited to 30 days as is usual, but I should
be grateful if you would confirm this.

[(Signed) CECIL L. HORTON]

DIRECTOR OF LANDS

Gen/ 173

23 December, 1929.

The Honourable
The Acting Chief Secretary.

Sir,

I have the honour to refer to your letter No.18856/29 of the 15th November, 1929, addressed to the Director of Lands, and to inform you that I have just received information from the President of the District Court of Habbus, as follows:-

"The High Commissioner's fiat dated December, 1928, was handed to Mohamed Abdel Rahman el Rahhal the representative of the farmers of Kufr Zeibad shortly after it was received at Tulkarem. Up to date no action has yet been entered, but I understand that a few days ago the farmers went to the advocate Ragheb Eff. El Imam and asked him to lodge the action".

I have the honour to be,

Sir,

Your obedient servant,

*Was the fiat limited to today's case or not?
MLO
24/12/29*

h

SUPERINTENDENT OF COURTS.

Copy to:

The Director of Lands,
Ref.D/Tal/105-15106 of 21.11.29.

2nd reminder

D/Tul/105-15724

EO

19th December, 1929

Superintendent of Courts
Jerusalem.

D/Tul/105

11th December, 1929

Request by farmers of Kafr Seibad Village to bring an
action against the Department of Lands.

(Signed) ERIC G. B. [illegible]

1st reminder

D/Tul/105 - 15428

//

20th December, 1929

Superintendent of Courts
Jerusalem.

B/Tul/105

21st November, 1929

Request by farmers of Kafr Seibad Village to bring an
action against the Department of Lands.

B/H
18/12

(Signed) CECIL L. HORTON

Rem
14/12

D/Tul/105 - 15107

21
18th November, 1929

Superintendent of Courts
Jerusalem.

Subject:- Request by farmers of
Kafir Seibad Village to
bring an action against
the Dept. of Lands.

Reference :- Letter No. 18856/28 of the 15th
of November, 1929 from C.S. to this
office with a copy to you.

The Chief Secretary informs me that
permission to sue Government was granted to
the farmers of Kafir Seibad Village and that
the High Commissioner's fiat was transmitted
to you on the 31st of December, 1928.

2. I should be grateful if I might be
informed whether the action has been commenced,
and if not whether the period during which the
fiat was in force has expired.

(Sgd.) M. Doukhan.

DIRECTOR OF LANDS

B/F.
28/11
9/12
after
R. M. Doukhan

Any reply should be addressed to
THE CHIEF SECRETARY,
GOVERNMENT OFFICES,
JERUSALEM.

and should quote

No. 18856/28.



SECRETARIAT,
GOVERNMENT OFFICES,
JERUSALEM.

15th

November, 1929.

Director of Lands.

Subject : Request by farmers of
Kefr Seibed Village to
bring an action against
the Dept. of Lands.

Reference: Your D/Tul/105-14875 of
10th November, 1929.

I am directed to inform you that
permission to sue Government was granted
to the farmers of Kefr Seibed Village
and the petition enclosed with the High
Commissioner's file was transmitted to the
Superintendent of Courts on the 31st De-
cember, 1928.

for Bureau
CHIEF SECRETARY.

Copy to:- Superintendent of Courts.

*for the
file
11/11/29*

D/Tul/105 44875

10th November, 1929.

Chief Secretary.

Subject :- Request by farmers
of Kafr Seibed
Village to bring an
action against the
Dept. of Lands.

Reference:- This office letter
No. D/Tul/105 of
the 12th of December
1928.

I should be glad to
learn whether permission
to sue was granted.

(Sd) M. Doukhan.

DIRECTOR OF LANDS

D/T. 105

2nd November, 1929

This question should be brought to a conclusion. Briefly, the area in dispute is about 1000 dunums. It is proposed to grant the claimants 117 dunums on payment of Bedl Misl and to register the remainder in the name of the Government.

The case is discussed in detail in our letter to the Chief Secretary No. R.3339 of the 11th of October, 1928.

The claimants refused this offer, and the grant of permission to sue was recommended in December, 1928; since then we have heard nothing.

The Registrar of Lands asked for instructions on the 29th of July, 1928, no reply has been sent to that letter.

We should first find out if permission to sue was granted, and not used. If so, the Chief Secretary should be asked to authorise action on the following lines :-

1. Immediate registration, in the name of the High Commissioner, of the area left after the exclusion of the 117 dunums.

2. District Commissioner, Northern District to make formal offer of the 117 dunums on payment of Bedl Misl, with an intimation to the effect that if the offer is not

accepted/

W. Horton
2/11/29
W. Donnan
W. Horton 7/11/29

yes.

yes.

NO

accepted or the case brought before the Courts within a reasonable time, the offer will be withdrawn and the 117 dunums registered in the name of the Government.


2/11

2.
11th December, 1928.

Chief Secretary.

Subject :- Request by farmers of
Kafr Seibad Village
to bring an action
against the Department
of Lands.

Reference :- Your letter No.18856/28
of the 28.11.28.

The claim by the farmers of
Kafr Seibad Village was the subject of
my letter No.R.3339 of the 11th of
October, 1928.

2. I have nothing to add to that
letter and have no objection to permission
to sue being granted.

3. The arabic documents transmitted
with your letter are returned herewith.

(Sgd) J. N. STUBBS

DIRECTOR OF LANDS

The Plaintiffs make two statements

- (1) That they have paid tithes
- (2) That the unsup^{ported} report of Yusef Eff. Thabet should not have been used as the bases of the order to register the area as a State Domain.

I have discussed these two points in my note in R.3339 dated the 29th of August 1928 and the ^{views}~~office~~ in this Department were set out fully in the letter to the Chief Secretary R.3339 of the 11th of October, 1928.

It will I think be sufficient to refer to the Chief Secretary to our earlier letter and state that there is no objection to permission to sue being granted.

I have prepared that letter accordingl



SECRETARIAT.
GOVERNMENT OFFICES.
JERUSALEM.

No. 18856/28.

28th
November, 1928.

Reference to previous correspondence :

No. _____

Acting

The Chief Secretary presents his compliments to the Director of Lands,

and has the honour to enclose the undermentioned documents for information observations and retention.
~~action.~~

Subject : Request by farmers of Keft Seibad Village to bring an
action against the Department of lands.

12826-3066-B, P.

Date	Description
23.11.28.	Letter No. Gen. 172 from the Superintendent of Courts with enclosures.



fm

Gen.173.

SUPREME COURT
JERUSALEM

23rd November, 1928.

To the Honourable,
The Acting Chief Secretary.

Sir,

I have the honour to forward
herewith a petition addressed to His
Excellency the High Commissioner by
the representatives of the farmers of
Kafr Seibad Village, asking permission
to bring an action against the Depart-
ment of Lands.

2. If you reply direct, I shall be
glad if a copy may be sent to this office.

I have the honour to be,

Sir,

Your obedient servant,

(Signed)

SUPERINTENDENT OF COURTS

To His Excellency The High Commissioner For Palestine,
Through the president of the court of lands, through
the District Commissioner of Tulkarem sub-district.

Your Excellency,

We the undersigned, representatives of all the farmers of Kafr Seibad Village, beg to be permitted, conformably with article 163 of the law issued on May 16th 1926, to file a suit against the Director of Lands, Jerusalem, demanding him not to interfere into our lands inherited from our fathers. These lands are situated at Kafr Seibad and bounded as follows:

East: General road, lands of Mohammed Abou Zaydeh, lands of
Faiq Yaseen Al Maghraby.

West: Coast

North: Faleg river and lands of Mahmoud El Haj Omer

South: Lands of Mars El Khalifah.

These lands which surveys 1022 Donoms of agricultural lands and known in the name of Tul El Asheir had never been state lands as Youssef Eff Thabit, the inspector of lands, desires it to be. The articles 68, 69, 54, 8 and 9 of the Law of lands do not apply to our lands which had not been left uncultivated for the period limited by the law.

Lands even do not become state lands for the mere reason that they were left for some time uncultivated, as the several reasons for leaving lands uncultivated are for the courts to judge.

Zeyaa El Din Pasha, the Turkish legislator, in his comments on the law of lands states that no lands should be considered state lands unless the farmers ceased for three consecutive years to pay the government tithes. This did never happen in our case, and the land inspector who is of a very limited knowledge of the laws

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cannot be our only judge in such a very important matter.

THEREFORE

We most humbly beg to be granted a permission to file a suit against the government department of lands.

We Have The Honour To Be ,
Your Excellency's Most Obedient
and Humble Servants,

۱۵۲
۱۵۲/۲۸

احمد مزاحم کزنز بار و شمس کزنز عیبه
کریم الرحمن احمد

فخار فرید کزنز بار و
شیخ ایوب

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/105
2. Town or Village n 4. Map Reference No. _____
5. Name of Property Tell el Ashir Parcel No. _____ Block No. _____
6. Situation Kafr Zeibad village
7. Description Land
8. Category of Land _____
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol _____ Date _____
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
_____ Donums _____ sq. metres.
_____ sq. pics.
14. Boundaries :—
- North :— Land registered in the name of Abdul Jawad
- South :— Land registered in different names of persons of Kafr
- East :— Land registered in the name of Mohd. abu Shioban
- West :— The sea shore
15. Remarks :—

D/Tul/105. - 3969

19th May, 1928.

Sir,

I have the honour to refer to your letter dated the 11th of May 1928 on the subject of the lease to you of the 1500 donums of State Domain at Kafr Zeibad and to inform you that Government is not prepared at the moment to lease this property.

I have the honour to be,
Sir,
Your obedient servant,

DIRECTOR OF LANDS

Mr. Mendel Koppelman,
16th, Mikveh Esrael St.,
Tel - Aviv,
Jaffa.

CIH/IKB.

Mr. Mendel Koppelman,

16, Mikveh Esrael St.

Tel-Aviv.

Jaffa, 11th. May 1928

Director of Lands,
Jerusalem.



Sir,

Referring to my previous correspondence on the subject of the piece of land of about 1500 dounoms at Kufr Zabed passing El Falek to the sea, I have the honour to request your Excellency to kindly authorise to let this land to me for a period of 99 years, and I would bind myself to the following conditions:

1. I agree to plant this piece of land with edible vinyards of differt kinds.
2. To errect on a small part of it wooden huts as a Summer Resort and bathing place.
3. I agree to commence the work of the said land within 18 months from the date of contract.
4. I agree to have all the land, (except the small part for huts) planted within 15 years from the date of contract.

Hoping that my proposition would meet with your kind approval, and thanking your Excellency in advance,

I have the honour to be,

Sir,

Your Excellency's obedient servant

Mendel Koppelman

Mendel Koppelman
11/5/28

Mr. Herbert Koppelman,

10, Wilkes Street,

Jersey City, N.J.

Letter, 7th May 1912

Director of Lands,

Jerusalem.

Sir,

Referring to my previous correspondence on the subject

of the piece of land of about 1500 square feet at Kfar Saba
opposite the station to the sea, I have the honour to request
your Excellency to kindly authorize to let this land to
me for a period of 99 years, and I would bind myself to the

following conditions:

1. I agree to plant this piece of land with olive
plantations of different kinds.
2. To erect on a small part of it wooden huts as
a summer house and bathing place.
3. I agree to commence the work of the said land within
15 months from the date of contract.
4. I agree to have all the land, except the small part
for designated within 15 years from the date of
contract.

Hoping that my proposition would meet with your
kind approval, and thanking your Excellency in advance,
I have the honour to be,

Sir,

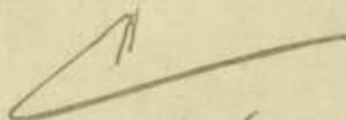
Your Excellency's obedient servant

Koti

Subsequent comparison is

on P 3309/3

which is.



14.15

TOTAL

CERTIFIED that the above charges have been necessarily incurred in the interest of the Public service
per attached receipts, that the rates charged are the lowest obtainable and that the sum of L.E. _____
is due by me to the Treasury.

[P.T.O.]

R. 3339

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM

25th January 1928.

Registrar of Lands,
Tulkarem.

Subject :- Mohd. Ibn Suleiman Ibrahim and
Partners.
Reference :- Your Pet.No. 154/25.

Before my final decision is given, the property should be inspected by yourself, the Agricultural Asst. and the District Officer, with a view to confirming the report of Yusef Eff. Thabet or otherwise as regards the cultivation - On the receipt of such report the matter will be decided.

Your file is returned herewith.

[Signature]
DIRECTOR OF LANDS

MH/MG.

Cm to 8/Tul/105

Director of Lands.

Jaffa District,

No.120.

Subject: Kufr Zeebad-Tulkarem.D/Tul/150.

Reference: You D/Tul/150-4840,17/10/27.

I have gone to the said place, and demarcated the boundaries of the Government's property according to the knowledge of the Jaffa Lands Dept. Surveyor. The plan, worked out by the said person, has been sent to the Survey Dept. for inspection, and as soon as it is returned, it will be served on you together with a report.

Inspector of the Southern Lands,

Yusef Thabet.

8/11/27.

Notes
Push 11 min
15/11

Translation

AS Khoury

D/Tul/105-4840

17th October, 1927

Sub Inspector of Lands
c/o Land Registry
Jaffa.

Subject : Kafr Zeibad
Village Tulkarem-
D/Tib/105.

Reference: My letter R.3389
of 5.4.27.

I should be glad to
receive at an early date,
your report on the above
mentioned property.

DIRECTOR OF LANDS

CLH/PP.

D/TUL/105.

Department of Lands

P.O.B* 356

Jerusalem

21st December 1925.

Registrar of Lands
Tulkarem.

Subject :- Mohammad Ibn Suleiman Ibrahim
and partners Kafr Zeibad Village
Reference :- Your Pet."o.154/25 of 7.11.25.

It seems that a surveyor cannot be sent from Headquarters, therefore you will call on Khammash from Nablus to do the work required as instructed in my letter No.3339 of 19.5.25.


DIRECTOR OF LANDS

MH/MG.

Letter 21

Would it not be possible for
his surveyor from Wablos to do the
Tubad survey you require. He has
now all instruments & Sturkman
really comes within his district.

It is rather hard on Haskin who
loses every time he goes on these surveys
the relatively Haskin record less
delay than L. Wablos survey. On
this basis I presume L. Wablos will
go a better surveyor (??).

However no objection if you want Haskin
to go & have told him how & payed by on Monday.
18.12.28.

W.D.S.

Tell Roman, by grazing ground,
under the K. K. → 3600

Present name is Tell el Asher.

The village formerly on the place
adjacent to Tel Asher registered
privately. Called Tel Roman.

1. A. B.

1. —

NO.D/Tul/105.

Director of Lands.
Jerusalem.



District Offices.
Tulkarem.
28th Oct. 1925.

Subject :- Kufr Zeibad Village -Tel el Ashir Land.
Reference :- Mour D/Tul/105 of 23-10-25.

As the a/m land is neither registered in the Tabu or Werko, therefore nothing can be done in this respect before the land is properly surveyed and plan prepared showing the exact area and boundaries.

2. As this is rather an urgent matter I shall be glad if you will send the surveyor as soon as possible.

SD/.

B.F. on 31.12.25



[Signature]
District Officer.
Tulkarem.
(about)

D/Tul/105

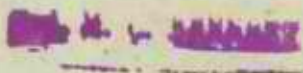
October 23rd, 1925.

District Officer,
Tulkarem.

Subject:- Kafr Zeibad-village
Tell-el-Ashir land.
Reference:- Your report No.Tul.25
of 30.9.25.

It is proposed to enter the
above property among the State Domains
properties, as it appears to belong to
the State.

In order to enable me to
open a State Domain file, I shall be
obliged if you will return the enclosed
form F.7 duly filled in.



DIRECTOR OF LANDS

AGA

R.3339.

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

100-100000-100000

NOT TO BE WRITTEN ON

Government of Palestine

Registry No.

R/Tul/101

Other files dealing with
same Subject

See R/Tul/107

643

SUBJECT

Agricultural School, Tulkarem.

Referred to

Date

Referred to

Date

Referred to

Date

8

2.10.41

Cancelled
now removed
9/5/32(7)

6722
28.11.44

P. A.

Date

1/101

L. F. 7. forwarded on 2-7-5-2

21 July 71

2nd jacket

DEPARTMENT OF LANDS & SURVEYS.

Land 4 Dns. Maris el Ballout
Laybeh Foka
Lulkarm 5/8.

6411



settled

now recorded under
GP/5/16 (4)

Block 7828

Final parcel No 15

BRING FORWARD		BRING FORWARD	
FOLIO	DATE	FOLIO	DATE
4	21.9.36✓		
4	16.11.36✓		
4	5.12.36✓		
5	27.12.36✓		
5	2.1.37✓		
8	14.9.37✓		
	22.10.37✓		
	6.11.37✓		
12	20.9.38✓		
	18.10.38✓		
13	12.9.39✓		

2nd

27th November, 1944.

Chairman,
Central Housing Commission.Subject :- Kadoorie Agricultural School - Tulkarm.Reference:- My letter No.GP/5/32(7) of 22nd September, 1944.

The original site of the Agricultural school was known as State Domain D/Tul/101 and D/Tul/107 and these two State Domains were allotted to you under my letters of the same numbers dated 10th September, 1938 and 23rd December, 1939 respectively.

2. As a result of Land Settlement Operations these two State Domain are represented by parcels 24, 25, 26 and 27 of Block 8175 Tulkarm. These parcels will be allotted the same number i.e. GP/5/32(7) as the extension which was allocated to you in my letter under reference.

3. I shall be obliged, therefore, if you will make the following in the respective columns of the History Sheet sent to you in my above quoted letter.

L.R. Deed No.	Date	Share	Area Duns. & 2.	Cate- gory	Block Name	Block No.	Parcel No.
11	4.1.42	In whole	1.978	Hiri	Qit'at el Jam'	8175	24
11	4.1.42	do.	2.616	do.	do.	8175	25
11	4.1.42	do.	23.285	do.	do.	8175	26
11	4.1.42	do.	340.776	do.	do.	8175	27

(Sgd) J. M. Berncastle

DIRECTOR OF LAND SETTLEMENT.

Copy to:- Director of Agriculture & Fisheries,
who is kindly requested to make similar
entry in the History Sheet.

" " Asst. District Commissioner, Tulkarm,
who is kindly requested to make similar
entry in the History Sheet and Record Book
181 folio 31 and close D/Tul/101 and D/Tul/107
and cancel their entry from the old record book.

" " Registrar of Lands, Tulkarm,
who is kindly requested to make similar entry
in History Sheet GP/5/32(7) and cancel History
Sheets D/Tul/101 and D/Tul/107.

" " D/Tul/101. ✓
" " D/Tul/107. ✓

RC.

Mr. Baker ✓
Mr. [unclear] the [unclear] to
Mr. [unclear]
action taken
28.11.44
44

9

Copy of Letter no GA/5(32)
dated 1/X/39 to S.O. Cutharm
Transferred to file D/107

h.

Copy of no 2817 (22)
Date 2/22 in the morning
Transferred to the State

8177/32

5.699 dm.

8175/12

Agnes School

368.655 dm.

8175/13 was unity

1.359 dm.

registered
Is remainder of area

of 160 dm in Bl 8174?
+ 8168

ALL COMMUNICATIONS TO BE ADDRESSED TO
DIRECTOR OF AGRICULTURE
AND FISHERIES.

IN REPLY PLEASE QUOTE

No. Ag./ 15/14

Telephone No. 1022, JERUSALEM



Government of Palestine

Department of Agriculture & Fisheries,

JERUSALEM, PALESTINE

P. O. B. 483 667

Subject: State Domain No. D/Tul/101.

14th September 1938

Principal,
Kadoorie Agricultural School,
Tulkarm.

I forward herewith copy of letter No. D/Tul/101
of 10th September, 1938, together with enclosures for
your information and retention.

Copy to: Commissioner for Lands
and Surveys, J'lem. ✓

Encl:

(Signed) F. R. MASON.

DIRECTOR OF AGRICULTURE
AND FISHERIES.

GM.

Ref. No. D/Tul/101. ✓

DEPARTMENT OF LANDS & SURVEYS
MILLER ROAD
JERUSALEM.

10th September, 1938.

Chairman
Central Housing Commission.

REFERRED TO 7

Subject:- State Domain No.D/ Tul/101.

The above has been under your control for the use of... ~~the Agricultural Department.~~ ~~as Agricultural School~~..... for some considerable time and, it appears, prior to the introduction of the present regulations for the allotment of State Domain.

2. There is nothing in my records to show that this property has been officially allotted to you and in accordance with General Regulation 337(xi) the property is hereby allotted,

3. Copy of the history sheet ~~and the plan~~ in respect of this property is attached herewith for your retention,

Maurice Samuels

/COMMISSIONER FOR LANDS
AND SURVEYS.

/RA

Copy to: District Officer,
Tulkarm.

" " Director of Agriculture
and Fisheries.

} together with copy
of enclosure.

Geological Survey of Canada

Report on the Geology of the

The above are used in the report

for the use of

for some

considerable time and it appears that

the land is now in the hands of the

for the purpose of the

There is nothing in the records to show

that this property has been officially

shown up in accordance with the

section of the property is hereby

of the history and the

in respect of this property is

for the purpose of

James Smith
Commissioner of Lands
Ottawa

Folio No.

19/Jul/101

Translation

26.11.29

LAND REGISTRY OFFICE OF

Julkarem

L.R. 53.

Extract No.

REGISTER OF DEEDS.

VOLUME No.

Town or Village

Julkarem

Situation or Quarter

and el Negil (Bayara)

Petition No. of Year

13017-15000-O.P.

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value		From what register is transferred Remarks
					Don						L.P.	mils	S. No. Gate
1 ^a	Eishim	Mirin	Mirin trees	E. Road	160		The 160		Wilayat (District)	in whole	20250		Ayloul
2	Awal		State	N. Sheikh Nimer			One of planted land was registered		Beyruth to be used		5775		320
	330		Domains	al Swais & Hamdan			in the name of Mohd Ali Bek		an Agricultural				Wami
			land	Abdul Rahman			al Shami'a al Shami al Wamari		school				
				lands			it was sold in Wakale Dawrie						
				W. lands of Saleh			from his son Sabri Bek to						
				el Hamshari &			the name of Mohd Eff. Abdel						
				Mahmond el			Hamid - his partners to a						
				Hamshari &			sum given to the said Sabri						
				Youssef bin Abdallah			in August 327, as per non						
				al Bohol			payment of his debt it						
				S. lands of Mohd			was sold by Public auction						
				abu el Ezzoun &			in the Ealy its transfer						
				Sheikh Kasem			was effected in 27 Banus						
				Jallad.			330 from the part of Mohd						
							Eff al Wakal al Dawri						
							to Beirut District to be						
							made an Agricultural						
							school						

The above is a true copy of the Register and is given against payment of L

as per receipt No. of

Date

Registrar of Lands.



No.299/90.

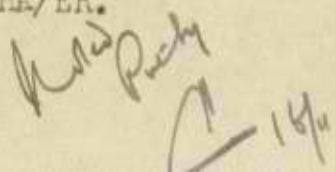
lx
District Officer,
Tul Karem.
14th November, 1929.

Director of Lands,
Jerusalem.

SUBJECT : State Domain D/Tul/101.
REFERENCE : Your No.D/Tul/101-14675
of 1.11.29.

The above mentioned property
is in possession of the Department of
Agriculture.


DISTRICT OFFICER.

L
KHA/ER.


912ul/101-14675

3
DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM.

1st November
31st October, 1929.

District Officer,
Tulkeram.

Subject:- State Domain
P/Tul/101

I should be glad if you would
inform me who is now in possession of the
above mentioned property. It is
shown in the records in this office as
"Ma'arof".

Genl. H. H. H.
for DEPECTOR OF LANDS

140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

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140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

140-22000 No. 1

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/101
2. Town or Village " 4. Map Reference No. _____
5. Name of Property Agricultural school Parcel No. _____ Block No. _____
6. Situation _____
7. Description Building
8. Category of Land _____
9. Finance No. _____
10. Land Registry Deed _____ Vol _____ Fol _____ Date _____
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { _____ Metric Donums _____ sq. metres.
 _____ Donums _____ sq. metres.
 _____ sq. pics.
14. Boundaries :—
 North :—

 South :—

 East :—

 West :—
15. Remarks :— See D/Tul/78



1. The first part of the paper is devoted to a discussion of the general principles of the theory of the structure of the atom. It is shown that the structure of the atom is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

2. In the second part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the nucleus. It is shown that the structure of the nucleus is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

3. In the third part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the molecule. It is shown that the structure of the molecule is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

4. In the fourth part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the crystal. It is shown that the structure of the crystal is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

5. In the fifth part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the solid. It is shown that the structure of the solid is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

6. In the sixth part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the liquid. It is shown that the structure of the liquid is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

7. In the seventh part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the gas. It is shown that the structure of the gas is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

8. In the eighth part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the plasma. It is shown that the structure of the plasma is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

9. In the ninth part of the paper, the author discusses the application of the theory of the structure of the atom to the problem of the structure of the universe. It is shown that the structure of the universe is determined by the laws of quantum mechanics, and that the laws of quantum mechanics are in agreement with the experimental facts.

تغیر دفتر ده

تقل اولیٰ بنی

صندوقی تاریخ

تغیر دفتر ده
تقل اولیٰ بنی

صندوقی تاریخ

تغیر دفتر ده

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LAND DEPARTMENT, JERUSALEM.

- X. 1. Land Dept No _____ X. 2. File No D/Tul/101
- X. 3. Reference No D/Tul/101
4. Finance No 555 & 556
5. Land Registry No 1 & 2
and date Tishrin Awal 1330
6. District Samaria
7. Sub-District. Tulkarem
8. Village or Town. Tulkarem
9. Whether Mudawara, Mahloul
or Mewat etc.
10. Name of Property. Agricultural school
11. Nature of Property. Building
12. Situation.
13. Boundaries.
North Scheikh Nimr Swais and Hamdan Abdul Rahim
South Mohammed Abu El Youn and Scheikh Kasim Jallad
East Road
West Saleh Hamshari, Mahmoud Hamshari, and Yousef ibn Abdulla Tohol
14. Area. 160 dounams
15. If buildings state accommodation.
- * 16. If leased please fill in following:—
- a. Number and date of Agreement
or lease.
 - b. Name and address of Tenant.
 - c. Rent.
 - d. How payable.
 - e. Commencement of Term.
 - f. End of Term.
 - g. Who liable for repairs.
17. Remarks. MAAREF-

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

١٦٠ ددتم اراضي مشجونة كانت مقيمة باسم محمد علي بيده السبعة السامي
العثماني الدانة صار فراغها بالوكالة الدورية من طرف والده صبري بيده
لاسم محمد اخندي عبد الحميد ورفقائه لدقا مبلغ معلوم عطي لولده
صبري المذكور في اكتوبر سنة ١٢٧٠ ونظر لعدم وفاته دينه لم يظهر الى
رحاه وصا بيعها بالمزاد في دائرة الطابو وحارت اجالته العظمى
في ١٧ تموز سنة ١٢٧٠ من طرف محمد علي اخندي المذكور ~~الولي~~ (وكيل الدوي

ولاية بيروت لا تخازها مكتب الزراعة

GP/5/16(4)

14
6th May, 1939.

District Officer,
Tulkarm.

Subject:- Government property - At Tayiba
Block 7828 Parcel 15.

The State Domain property originally
recorded under State Domain No. D/Tul/71 has now
been recorded under GP/5/16(4).

2. I shall, therefore, be obliged if you
will use the new number in all future correspondence
relating to this property.

History Sheet has already been sent to you
with my letter GP/5/16(4) of 2.7.37.

AKB
COMMISSIONER FOR LANDS
AND SURVEYS

Copy to:- Registrar of Lands,
Tulkarm

File D/Tul/5/16(4) ✓

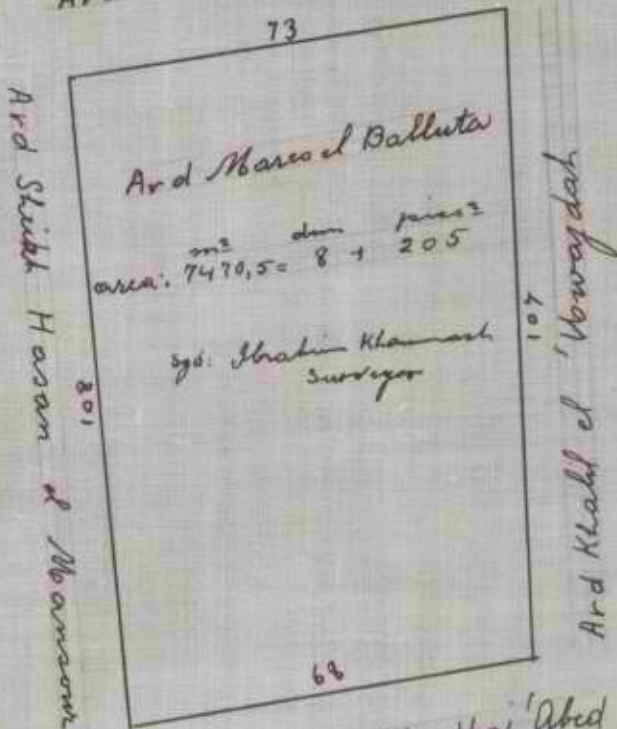
/JA

Copy

20/7ul/71



Ard Shukh Hassan el Moamur



Ard 'Abdel Rahim Haj 'Abel

Copy of plan attached
to file 20/7ul/71

J. Hadrop

State Domain
Clark

Jerusalem
21.11.29

GOVERNMENT OF PALESTINE

IN REPLY PLEASE QUOTE

No. 402

DISTRICT OFFICES.
TULKARM.

26.9.38

Commissioner for Lands
& Surveys

Subject:- State Domain D/Tul/71

Reference:- Your No. D/Tul/71 of 20.9.38

No bids have been received.

SR Leane
DISTRICT OFFICER.

WA/HS

Ch
1/10/38

No. Q 71

12
L. F. 21

DEPARTMENT OF LANDS

P. O. B. 189
JERUSALEM.

District Officer

Subject :- State Domain —

REPLIED 13

The Agreement of Lease in respect of the above mentioned property terminates on the 31. 8. 28

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(Sd) MAURICE C. BENNETT

Commissioner of Lands & Surveys

DIRECTOR OF LANDS

Ref. No. D/

Tul/71

COMMISSIONER FOR LANDS
AND SURVEYS,
MAMILLAH ROAD,
JERUSALEM.

20.10.37

District Officer,

Tulkarm

Subject:- State Domain - D/

Tul/71

Reference: Your letter No. *11/142*
of *20.10.37*

16

I am returning herewith *2* copies
of the agreement of lease in respect of the
above mentioned property.

2. The signed copy should be handed over
to the tenant for retention by him.

Maurice O'Connell

for COMMISSIONER FOR LANDS
AND SURVEYS.

/P

10/10/10

10.01.02

10/10/10

10/10/10

10.01.02

2

STATE DOMAIN REFERENCE No. D/Tul/ 71

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 25th. day of October, one thousand nine hundred and thirty seven between District Officer, Tulkarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haj Muhd. Sulaiman Baransi of Et Taiyiba Village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris El Ballut in the Taiyiba Village of Tulkarm in the Sub-District of Tulkarm and Northern District extending to an area of Four dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Vol. Folio dated for the period of One year from the 1st. day of September 19 38 to the 31st. day of August 19 38 (determinable nevertheless as hereinafter mentioned) at a rent of two hundred Mils. payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in advance

2. To pay in addition to the rent the assessment of the land in the Tabu Register of the Sub-District of Tulkarm for the year 1938 and the year 1939 and the year 1940 and the year 1941 and the year 1942 and the year 1943 and the year 1944 and the year 1945 and the year 1946 and the year 1947 and the year 1948 and the year 1949 and the year 1950 and the year 1951 and the year 1952 and the year 1953 and the year 1954 and the year 1955 and the year 1956 and the year 1957 and the year 1958 and the year 1959 and the year 1960 and the year 1961 and the year 1962 and the year 1963 and the year 1964 and the year 1965 and the year 1966 and the year 1967 and the year 1968 and the year 1969 and the year 1970 and the year 1971 and the year 1972 and the year 1973 and the year 1974 and the year 1975 and the year 1976 and the year 1977 and the year 1978 and the year 1979 and the year 1980 and the year 1981 and the year 1982 and the year 1983 and the year 1984 and the year 1985 and the year 1986 and the 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and the year 2265 and the year 2266 and the year 2267 and the year 2268 and the year 2269 and the year 2270 and the year 2271 and the year 2272 and the year 2273 and the year 2274 and the year 2275 and the year 2276 and the year 2277 and the year 2278 and the year 2279 and the year 2280 and the year 2281 and the year 2282 and the year 2283 and the year 2284 and the year 2285 and the year 2286 and the year 2287 and the year 2288 and the year 2289 and the year 2290 and the year 2291 and the year 2292 and the year 2293 and the year 2294 and the year 2295 and the year 2296 and the year 2297 and the year 2298 and the year 2299 and the year 2300 and the year 2301 and the year 2302 and the year 2303 and the year 2304 and the year 2305 and the year 2306 and the year 2307 and the year 2308 and the year 2309 and the <

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

The tenant agrees to pay interest on all sums payable under this lease which shall be in arrears at the rate of nine per centum per annum running from the date when payment is due.

The tenant agrees to pay the Rural Property Tax due on this land .

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. Scim
DIRECTOR OF LANDS

in the presence of

W. W. W. W.

Signed by the Tenant



in the presence of

J. Al Zahra

10
GOVERNMENT OF PALESTINE.

2156
In reply please quote
No. 11/142

P.O.B. 1
Tel. No. 11



DISTRICT OFFICES
TULKARM.

25.10.37

Commissioner for Lands
& Surveys.

REPLIED 11

Subject:-State Domain D/Tul/71

Reference:-Your D/Tul/71 of 22.10.37. 9

I forward herewith lease agreement
in triplicate in respect of the above
state domain property for favour of
signature and return.

WA/BM.

ASST. DISTRICT COMMISSIONER
I/C TULKARM SUB DISTRICT.

9
D/Tul/71

22nd October 1937.

REPLIED 10

District Officer,
Tulkarm.

Subject:- State Domain D/Tul/71. 6

Reference: Your 11/142 of 28.12.36.

I shall be glad to know what
action has been taken by you to re-
lease this property. My letter D/Tul/71
of 26.8.37, followed by a reminder on
27.9.37, refers. 6

hubb

2 COMMISSIONER FOR LANDS
AND SURVEYS.

CH/P

No.

27 Jul / 71

8
L F. 21

DEPARTMENT OF LANDS *Survey*

P. O. B. ~~356~~ *11/84*

JERUSALEM.

District Officer

Tulkarm

Subject :- State Domain —

27 Jul / 71

26. 8. 37
Reminded 27. 9. 37
9
REMINDED

The Agreement of Lease in respect of the above mentioned property terminate ✓ on the *27. 8. 37*

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

Cecil Kenya

[Signature]
Commissioner of Lands & Surveys
DIRECTOR OF LANDS

Ref.No. D/ *Ful/71*

7
Office of the
COMMISSIONER FOR LANDS
AND SURVEYS,
MAMILLAH ROAD, P.O.B.1148,
JERUSALEM.

4. 1. 37

District Officer,

----- *Eulkarm*

6
Subject:- State Domain D/ *Ful/71*

Reference: Your letter No. *11/142-2730*
of *28.12.86*

I am returning herewith *2* copies
of the agreement of lease in respect of
the above mentioned property.

2. The signed copy should be handed
over to the tenant for retention by him.
3. Kindly acknowledge receipt.

Maurice Bennett
for COMMISSIONER FOR LANDS
AND SURVEYS.

P.

6

2730

GOVERNMENT OF PALESTINE.

In reply please quote

No. 11/ 142

P.O.B. 1
Tel. No. 11



Commissioner for Lands,
& Surveys.

DISTRICT OFFICES
TULKARM.

28.12.36.

REPLIED 729

Subject: Lease agreement D/Tul/ 71

Attached lease agreement in triplicate in respect of above quoted State Domain property is forwarded for favour of your kind signature and return.

BM.

[Signature]
DISTRICT OFFICER.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *27th* day of *December* one thousand nine hundred and thirty *six* between *District Officer, Tulkar* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Haj Muhd. Sulaiman Baransi of Taiba Village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Maris El Ballut* in the *Taiba Village* of *Tulkar* in the Sub-District of *Tulkar* and *Warther* District extending to an area of *4* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Vol.* Folio *dated* for the period of *one year* from the *1st* day of *September* 1936 to the *31st* day of *August* 1937 (determinable nevertheless as hereinafter mentioned) at a rent of *200 mils* payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out. *advance*
2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.

Or 2. To pay in addition to the tithe of 10%, a yearly rent of *(L.P. mils)* payable in *instalments on or before the* day of each of the months *in every year, the first of such payments* being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *per dunom* for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *5/11/11*

Munawar 31. 12. 36

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. H. H.
DIRECTOR OF LANDS

in the presence of

Signed by the Tenant



in the presence of

J. A. L. Zahra

قائمة مزارع ملاك الابدیه

۱- ملاك خاصه حكومته منطبقه لمعروف ما در این طرح در طره ۱/۷ الواقع في قرية طه نونا التابعه لقطاع
المختص بدار الحرة (ملا) رابطة ماسقرا - ۴ = درنم تقریبا والمبني حدوده ارضاه

شمال
جنوب
شرق
غرب

تد طح الارض بالذاد لمدة سنة واحدة بتدیه ۱/۹/۹۲۹ وشنه ۲۱/۸/۹۲۷
(الشرط)

- ۱- تد مملوكة لتاعة لمدة ثلاثه يونا اعتبارا من ۹۲۹/۸/۹۲۹ لغاية ۹۲۹/۹/۹۲۹ الاراضى من باعلاوة قبل حاكم قرار القطاع
- ۲- بقتضاه طالب الاستيجار انه يضمنه على بدل الاجار اما بتدیه كیفیل عفا او بدفع تأمیه (دیه یزیتور)
- ۳- يجوز رفضه اية مزارعة دلیبره بقرری قبول العلى مزاردة اوانه مزاردة اخرى
- ۴- لا یسبح بحسب اية مزاردة بدو مرافقة الحكوما واداسجبا مزاردة مة قائم المزارستان مزاردة اخرى
- ۵- كل خسارة تحصل مة جبراسجبا المزارد یضمنها الشخص الذی بحسب مزاردة
- ۶- اذا لم یستندم مزاردة متاننا دبق المجل بدو تأجید قائم المستلک یضمنه بدل الاجار مدة بقاء بدو اجار
- ۷- یجمع رسوم المزاردة البلدية و الطراج ورسوم عتد الاجار تدفع مة قبل المستاجر
- ۸- یتعهد المستاجر انه یقوم بالشروط المتضمنة علیها بحسب الاتفاقه المذی یطام علیه وقبول المرفعه نسف مة فی طم

التاريخ	بدل الاجار	اسم المزارع وعنوانه	الكمالية اسم المالك وعنوانه	ملاحظات
۲۷/۱/۹۲	۰۰۰ -	الحاج مرسلان بران	باعتبار عالم	

✓
D/Tul/71

9th December, 1936.

District Officer,
Tulkarm.

Subject:- State Domain D/Tul/71

Reference:- Your letter No. 11/142-2377
of 29.10.36.

When may I expect to receive the
new agreement of lease in respect of the
above State Domain property?

My letter No. D/Tul/71 of 21.8.36
followed by three reminders on 21.9.36,
21.10.36 and 16.11.36 bear on the Subject.

Please forward the lease, or otherwise
advise me the cause of delay.

h.B.

2 COMMISSIONER FOR LANDS
AND SURVEYS.

CH/EB.

CROWN
STANDARD
9 CENTS

THE CROWN
STANDARD

THE CROWN
STANDARD

THE CROWN
STANDARD

THE CROWN
STANDARD

THE CROWN
STANDARD

CROWN
STANDARD
9 CENTS

CROWN
STANDARD

No.

S/ Paul / 71

4
L F. 21

DEPARTMENT OF LANDS

P. O. B. *1184*

JERUSALEM.

21. 8. 26

District Officer

Zulhan

REMINDED *21. 9. 26*
REMINDED *21. 10. 26*
16. 11. 26

Subject :- State Domain —

S/ Paul / 71

The Agreement of Lease in respect of the above mentioned property terminate *o* on the *21. 8. 26*

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

(Sgd) MAURICE C. BENNETT
Commissioner of Lands & Surveys
DIRECTOR OF LANDS

42
3

and
Surveys,

GP/5(16)

15th May, 1936.

Settlement Officer,
Tulkarm.

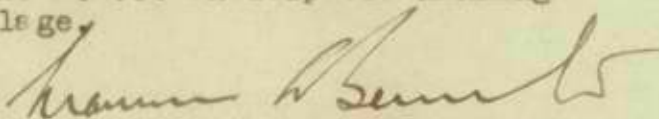
Subject:- Government Claims -
At Tsiyiba Village.

Reference: Your letter No.T/62/6
of 11.5.36.

Authority for Mr. T. Nasr to represent the Attorney General in presenting Government claims has been applied for. When this is received, Mr. Nasr will inspect the parcel referred to in your above quoted letter (State Domsin D/Tul/70) and will, after investigation, present the necessary claims.

2. A second parcel at Tsiyiba, known as Ard Maris el Belluta (State Domsin D/Tul/71) is also registered in the name of His Excellency the High Commissioner under Deed No.32/1930 Vol.(1), folio 50. I should be glad to know if a claim for this parcel has been received by the Assistant Settlement Officer and if so, what block and parcel number has been allotted to it.

3. I should also be glad if you would let me know the date on which the schedules of claims for block 8048 are likely to be posted and the date on which the A.S.O. anticipates ~~leaving~~ leaving the village.



COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to:- D/Tul/70.
D/Tul/71. ✓

TN/RA

*Claimed in Settlement under prov. parcels
Nos 17 + 21 of Block 7828. (see folio
45 of file GP/5/16.*

2/6.

STANDARD

© 1915

© 1915

STANDARD

© 1915

The undersigned, *[illegible]*, of the County of *[illegible]*, State of *[illegible]*, do hereby certify that *[illegible]*
 the within and foregoing is a true and correct copy of the original as the same appears in the files of the *[illegible]*
 of the County of *[illegible]*, State of *[illegible]*, at this day of *[illegible]*, 1915.
[illegible]
 County Clerk

STANDARD

© 1915

© 1915

STANDARD

Claimed in settlement of *[illegible]*
 No. 17421 of Book 1828.
 42/10 29/10

2
GOVERNMENT OF PALESTINE.

No. D /Tul/71-9604

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

District Officer

Tulkarm.

18 NOV 1955

10
Subject:- State Domain No. D/ Tul/71

Reference:- Your letter No. 11/12
of 29.10.35.

I am returning herewith **two** copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

(sgd) Cecil L. Horton
DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 21st day of Sept. 1935 one thousand nine hundred and thirty Five between District Officer Tulbarn on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haran Sulaiman Barani of Taihik Puga his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Maris El Ballut in the Taihik Village of Tulbarn in the Sub-District of Tulbarn and Northern District extending to an area of 54 = dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Vol. Folio dated for the period of One year from the 1st day of September 1935 to the 31st day of August 1936 (determinable nevertheless as hereinafter mentioned) at a rent of 200 = mls payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the ~~manner hereinafter set out~~ advance
2. To pay in addition to the Tithe of 10%, ~~a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 10%, a yearly rent of (L.P. mls) payable in instalments on or before the day of each of the months of in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 9/21/71

8.11.35

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

(a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. H. Huns
DIRECTOR OF LANDS

in the presence of

Sub Inspector of Lands

Signed by the Tenant



in the presence of

F. L. L.

No. 11/142²³⁷⁷

DISTRICT OFFICES
TULKARM
29.10.35.

Director of Land
Registration.

Subject:-Lease Agreement D/Tul/71

Attached lease agreement in triplicate in
respect of above quoted State Domain property is
forwarded for favour of your kind signature and return.

BM.

12982 DISTRICT OFFICER.

William
23/10

STANDARD
CROWN
12.10.11

STANDARD
CROWN
12.10.11

STANDARD
CROWN
12.10.11

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12.10.11

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12.10.11

STANDARD
CROWN
12.10.11

